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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDIANARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 1831 OF 1988

Zenith Computers Ltd. ...Plaintiff
V/s.
M/s. Kamal & Co. ...Respondent

Mr.M.V.Pandey for plaintiff.
Mr.Bipin Joshi for defendants.

CORAM:- S.C.DHARMADHIKARI, J.

DATED:- 4TH SEPTEMBER, 2007.

P.C.

1. The matter was placed before the Court for framing of issues.

2. This claim arising out of sale of 86 Computer systems and Technical services deserves to be settled amicably in as much as considering the pleas raised, there is not much of a dispute about the supply thereof. Therefore a suggestion was made by this Court to arrive at a settlement. Both sides were requested to take reasonable approach.

3. Both sides prayed for time to negotiate. However, they could not arrive at a figure which would

be the payment in full and final settlement of the claim. In other words, the amount could not be arrived at and therefore, the matter was left to the discretion of the Court.

4. Yesterday, after the matter was placed before me, both the sides agreed that upon the defendants paying a sum of Rs.80,000/- (Rs.Eighty Thousand) within a period of two weeks from today, the plaintiff to accept the same in full and final settlement of their claims in the suit.

5. Mr.Joshi states that the defendants are ready and willing, so also undertake to pay the above sum within a period of two weeks from today. He further states that the consequences in default would be that the suit would stand decreed as prayed and in that event the plaintiff would be at liberty to enforce and execute the decree in accordance with law and recover the sum prayed for in the suit or the balance thereof with interest.

6. Thus, the defendants submit to a decree on admission in the above sum with the consequences

provided for. The suit is decreed in these terms and disposed of accordingly. Refund of court fees as per rules. No order as to costs.

(S.C.DHARMADHIKARI, J.)